FEDERAL TRADE COMMISSION
RECEIVED DOCUMENTS
05 22 2012
560217
SECRETARY

UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION
OFFICE OF ADMINISTRATIVE LAW JUDGES

	)	**PUBLIC**
In the Matter of	)	
	)	
McWANE, INC.,	)	DOCKET NO. 9351
a corporation, and	)	
	)	
STAR PIPE PRODUCTS, LTD.,	)	
a limited partnership.	)	
	)	

COMPLAINT COUNSEL'S REQUESTS FOR ADMISSIONS TO RESPONDENT McWANE, INC. (1-50)

Pursuant to the Federal Trade Commission's Rules of Practice, 16 C.F.R. § 3.32, and the Definitions and Instructions set forth below, Complaint Counsel hereby requests that Respondent McWane, Inc. admit within ten (10) days the following:

1. All ARRA Waterworks Projects are subject to a Buy American requirement.

2. The Environmental Protection Agency ("EPA") must grant or approve any and all waivers to the Buy American requirement of ARRA for any ARRA Waterworks Project.

3. Respondent cannot Identify any sale of Imported Relevant Product for use in an ARRA Waterworks Projects pursuant to a Public Interest Waiver other than the three Public Interest Waivers set forth in Exhibit A.

4. Respondent is unaware of any statement or opinion by the EPA that Imported Relevant Product is an "incidental component," as described in 74 Federal Register No. 152 (Monday, August 10, 2009) 39959-60.

5. Respondent cannot Identify any sale of any Imported Relevant Product for use in any ARRA Waterworks Projects pursuant to the waiver for *de minimus* incidental components as described in 74 Federal Register No. 152 (Monday, August 10, 2009) 39959-60.

6. Respondent cannot Identify any sale of any Imported Relevant Product that was Manufactured in Mexico or Canada for use in any ARRA Waterworks Project.

7. The ARRA increased the number of Waterworks Projects being built, repaired or otherwise commissioned in the United States.

8. Respondent competed for sales of Domestic Relevant Product for use in ARRA Waterworks Projects after February 2010.

9. Respondent continues to compete for sales of Domestic Relevant Product for use in ARRA Waterworks Projects today.

10. The only Persons that currently Manufacture a Full-Line of Domestic Relevant Product that is 24" in diameter or smaller are Respondent and Star.

11. Respondent is unaware of any Person that has Plans to begin Manufacturing Domestic Relevant Product that is 24" in diameter or smaller within the next two years.

12. Prior to Star's entry in 2009 when it began Manufacturing Domestic Relevant Product, Respondent was the only Manufacturer of a Full-Line of Domestic Relevant Product that was 24" in diameter or smaller since at least 2007.

13. At least 90% of all Relevant Products sold in the United States, as measured by revenue, are 24" in diameter or smaller.

14. Any Relevant Product that meets AWWA standards and a particular specification is functionally interchangeable with any other Relevant Product that meets the same standards and specifications.

15. Imported Relevant Products are not a substitute for Domestic Relevant Products when the specification for a Waterworks Project has a Buy American requirement.

16. Certain municipalities, counties, and states in the United States have regulations, codes or statutes that require publicly funded Waterworks Projects to be built or repaired with Domestic Relevant Products.

17. When a regulation, code or statute requires Domestic Relevant Products be used for publicly funded Waterworks Projects, Imported Relevant Products generally cannot be used for those projects.

18. Respondent has historically offered less Job Pricing on its Domestic Relevant Product than its Imported Relevant Product.

19. Respondent has lowered its price on sales of Domestic Relevant Product in response to competition from Star's Domestic Relevant Product.

20. Respondent's share of sales of Domestic Relevant Products has been greater than 80% since at least 2007.

21. Demand for the Relevant Product is Inelastic.

22. The Relevant Product represents five percent (5%) or less of the cost of a typical Waterworks Project.

23. Respondent does not consider the price of any other type of fittings when it sets the price of the Relevant Product.

24. No other product constrains the price of the Relevant Product.

25. Respondent sells all, or nearly all, of its Relevant Product to distributors.

26. Distributors are critical to the success of Respondent.

27. Distributors sell Relevant Products in local geographic markets.

28. Distributors typically sell to end users all of the products needed for a specific Waterworks Project (*e.g.*, pipe, hydrants, valves, fittings, *etc.*).

29. To begin selling Relevant Product in the United States, a new entrant must secure Manufacturing through one or more foundries.

30. To begin selling Relevant Product in the United States, a new entrant must develop, purchase or otherwise obtain forms for casting numerous fittings in different shapes and sizes.

31. To sell Relevant Product Successfully in the United States, a new entrant must develop a distribution network with a sufficient number of distributors that allows the entrant to sell a minimum amount of Relevant Product to be efficient.

32. To sell Relevant Product Successfully in the United States, a new entrant must develop a reputation for quality and service with distributors and end users.

33. Distributors need access to a Full-Line of Domestic Relevant Product that can be delivered in a timely fashion, *i.e.*, generally less than 12 weeks.

34. In 2009, Respondent perceived that Sigma had an incentive to begin Manufacturing Domestic Relevant Product.

35. One factor that Respondent considered when deciding to enter into the Master Distribution Agreement ("MDA") with Sigma was the likelihood of Sigma Manufacturing its own Domestic Relevant Product.

36. On or about November 23, 2009, Respondent put all Hajoca orders for Domestic Relevant Product on hold.

37. Respondent does not assert a free-riding justification for its Exclusive Dealing Arrangements.

38. The MDA between Respondent and Sigma did not lower the price of Domestic Relevant Product.

39. The MDA between Respondent and Sigma did not increase the output of Domestic Relevant Product.

40. Sigma, Star and Respondent together account for 90% or more of the sales in Imported Relevant Product in the United States.

41. In the first half of 2008, the costs of the raw materials used to Manufacture Imported Relevant Product were increasing faster than the costs of the raw materials used to Manufacture Domestic Relevant Product.

42. In 2008, Respondent, Sigma and Star sold Imported Relevant Product pursuant to nearly identical list prices.

43. In 2008, Respondent, Sigma and Star sold Imported Relevant Product pursuant to nearly identical multiplier maps.

44. In January 2008, Respondent announced its intention to reduce or eliminate the Job Pricing it offered to customers.

45. Job Pricing is a form of competition among or between SIGMA, Star and Respondent.

46. Job Pricing reduces the stability of pricing of Relevant Product.

47. Job Pricing reduces the transparency of pricing of Relevant Product.

48. Respondent did not use data obtained from the DIFRA Information Exchange to manage its inventory.

49. Respondent did not use data obtained from the DIFRA Information Exchange to manage its production schedules.

50. Respondent did not use data obtained from the DIFRA Information Exchange to reduce its costs.

DEFINITIONS

1. The terms “McWane,” “Company” or “Respondent” mean Respondent McWane, Inc., its directors, officers, trustees, employees, attorneys, agents, accountants, consultants, and representatives, its domestic and foreign parents, predecessors, divisions, subsidiaries, affiliates, partnerships and joint ventures, and the directors, officers, trustees, employees, attorneys, agents, consultants, and representatives of its domestic and foreign parents, predecessors, divisions, subsidiaries, affiliates, and partnerships and joint ventures.

2. The terms “Agreement” or “Contract” mean any oral, written, or implied contract, arrangement, understanding, or Plan, whether formal or informal, between two or more Persons, together with all modifications or amendments thereto.

3. The term “ARRA Waterworks Project” means any Waterworks Project that was funded, in whole or in part, by the American Recovery and Reinvestment Act of 2009.

4. "Buy American requirement" means any provision in a specification, contract, code, regulation, or statute that requires that the Relevant Product used in a waterworks project be Manufactured in the United States.

5. The term "Communication" means any transmittal, exchange, transfer, or dissemination of information, regardless of the means by which it is accomplished, and includes all communications, whether written or oral, and all discussions, meetings, telephone communications, or email contacts.

6. The term "Competitor" means each and every Person actually or potentially engaged in the Manufacture or importation of any Relevant Product for sale or resale within the United States, including without limitation, McWane, Star, Sigma, and Serampore Industries Private, Ltd.

7. The term "Containing" means containing, describing, or interpreting in whole or in part.

8. The term "DIFRA" means the Ductile Iron Fittings Research Association, its directors, officers, trustees, employees, attorneys, agents, accountants, consultants, and representatives.

9. The term "DIFRA Information Exchange" means the submission, aggregation, transmittal and receipt of sales information Relating to any Relevant Products through DIFRA.

10. The terms "Discuss" or "Discussing" mean in whole or in part constituting, Containing, describing, analyzing, explaining, or addressing the designated subject matter, regardless of the length of the treatment or detail of analysis of the subject matter, but not merely referring to the designated subject matter without elaboration. A document that "Discusses" another document includes the other document itself.

11. The term "Domestic Relevant Product" means any ductile iron pipe fitting, of any size, shape or configuration, as well as accompanying accessories, lining and coating, that was Manufactured or otherwise produced within the United States.

12. The term "Effect" means the actual, intended, forecast, desired, predicted, or contemplated consequence or result of an action or Plan.

13. The term "Exclusive Dealing Arrangement" includes any proposed or actual Agreement, arrangement, policy, program, or practice of McWane or Sigma (i) that requires any customer to refrain from purchasing or to limit its purchases of any Relevant Products of any Competitor, (ii) that conditions the provision of any benefit to any customer on refraining from or limiting its purchases of any Relevant Products of any Competitor, (iii) that threatens the imposition of any adverse consequences for any customer that purchases or does not limit its purchases of any Relevant Products from any Competitor, or (iv) that extends a benefit to a customer for purchasing a certain dollar amount, quantity, or percentage of any Relevant Product from McWane or Sigma.

14. The term “Full-Line of Domestic Relevant Product” refers to, at a minimum, the most commonly sold Domestic Relevant Products that represent at least 80% of all Domestic Relevant Products sold in the United States, commonly referred to as ‘A’ items.

15. The term “Hajoca” means Hajoca Corporation, its directors, officers, trustees, employees, attorneys, agents, accountants, consultants, and representatives, its domestic and foreign parents, predecessors, divisions, subsidiaries, affiliates, partnerships and joint ventures, and the directors, officers, trustees, employees, attorneys, agents, consultants, and representatives of its domestic and foreign parents, predecessors, divisions, subsidiaries, affiliates, and partnerships and joint ventures.

16. The term “Identify” means to state:

    a. in the case of a natural person, his or her name, employer, business address and telephone number, title or position, and dates the person held that position(s);

    b. in the case of a Person other than a natural person, its name and principal address, telephone number, and name of a contact person;

    c. in the case of a document, the title of the document, the author, the title or position of the author, the addressee, each recipient, the type of document, the subject matter, the date of preparation, and its number of pages;

    d. in the case of an event, the time and date of the event, the participants, and a description of the substance of the event; and

    e. in the case of a communication, the date of the communication, the parties to the communication, the method of communication (oral, written, etc.), and a description of the substance of the information exchanged during the communication.

17. The term “Imported Relevant Product” means any ductile iron pipe fitting, of any size, shape or configuration, as well as accompanying accessories, lining and coating, that was Manufactured or otherwise produced outside of the United States.

18. The term “Ineleastic” means that the demand for a product does not change significantly in response to an increase or decrease in price.

19. The term “Job Pricing” means any Discounts that apply to a single, specified job or Waterworks Project.

20. The terms “Manufacture” or “Manufacturer” means a Person’s use of their own productive assets as well as the productive assets of any other Person, including contracting for the use of those assets.

21. The term “Person” includes the Company, and means any natural person, corporate entity, partnership, association, joint venture, governmental entity, trust, or any other organization or entity engaged in commerce.

22. The terms “Plan” or “Plans” mean tentative and preliminary proposals, strategies, recommendations, analyses, reports, or considerations, whether or not precisely formulated, finalized, authorized, or adopted.

23. The term “Public Interest Waiver” means, in the context of a waiver of the Buy American requirement of ARRA by the EPA, that: i) a Domestic Relevant Product was not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; ii) use of a Domestic Relevant Product would increase the cost of the overall project by more than 25 percent; or that iii) applying the Buy American requirement of ARRA would be inconsistent with the public interest.

24. The terms “Relate” or “Relating to” mean in whole or in part Discussing, constituting, commenting, Containing, concerning, embodying, summarizing, reflecting, explaining, describing, analyzing, identifying, stating, referring to, dealing with, or in any way pertaining to.The term “Relevant Product” means both Domestic Relevant Products and Imported Relevant Products, and either of these individually. In response to a Specification calling for the production of Documents concerning the Relevant Products, produce Documents that contain the specified information for either or both of the Relevant Products, stated separately as applicable.

25. The term “Sigma” means Sigma Corporation, its directors, officers, trustees, employees, attorneys, agents, accountants, consultants, and representatives, its domestic and foreign parents, predecessors, divisions, subsidiaries, affiliates, partnerships and joint ventures, and the directors, officers, trustees, employees, attorneys, agents, consultants, and representatives of its domestic and foreign parents, predecessors, divisions, subsidiaries, affiliates, and partnerships and joint ventures.

26. The term “Star” means Star Pipe Products, Ltd., its directors, officers, trustees, employees, attorneys, agents, accountants, consultants, and representatives, its domestic and foreign parents, predecessors, divisions, subsidiaries, affiliates, partnerships and joint ventures, and the directors, officers, trustees, employees, attorneys, agents, consultants, and representatives of its domestic and foreign parents, predecessors, divisions, subsidiaries, affiliates, and partnerships and joint ventures.

27. The term “Successfully” means that a Person sells more than than $1 million dollars of a Relevant Product and has the opportunity to increase its sales.

28. The term “Waterworks Projects” means the construction or repair of a water distribution system that uses Relevant Product.

INSTRUCTIONS

1. Provide separate and complete sworn written responses for each Request for Admission ("Request").

2. Your answers to any Request must include all information within your possession, custody, or control, including information reasonably available to you and your agents, attorneys, or representatives. You may not give lack of information or knowledge as a reason for failure to admit or deny unless you state that you have made reasonable inquiry and that the information known or readily obtainable by you is insufficient to enable you to admit or deny the matter.

3. A Request will be deemed admitted unless, within ten days of service of this request, you serve a sworn written answer to the Request.

4. Your answer should specifically admit or deny the Request or set forth in detail the reasons why you cannot truthfully admit or deny it after exercising due diligence to secure the information necessary to make a full and complete answer, including a description of all efforts you made to obtain the information necessary to answer the Request fully.

5. If you object to a portion or an aspect of any Request, state the grounds for your objection with specificity and respond to the remainder of the Request.

6. When good faith requires that you qualify your answer or deny only a part of the matter of which an admission is requested, specify so much of it as is true and qualify or deny the remainder.

7. If you consider that a matter of which an admission has been requested presents a genuine issue for trial, you may not, on that ground alone, object to the request; instead, you must deny the matter or set forth reasons why you cannot admit or deny it.

8. Answer each Request fully and completely based on the information and knowledge currently available to you, regardless of whether you intend to supplement your response upon the completion of discovery.

9. If in answering any Request you claim ambiguity in either the Request or any applicable definition or instruction, identify in your response the language you consider ambiguous and state the interpretation you are using in responding.

10. Each Request is continuing in nature and requires prompt amendment of any prior response if you learn, after acquiring additional information or otherwise, that the response is in some material respect incomplete or incorrect. *See* 16 C.F.R. § 3.31(e).

11. If you object to any Request or any portion of any Request on the ground that it requests information that is privileged (including the attorney-client privilege) or falls within the

attorney work product doctrine, state the nature of the privilege or doctrine you claim and provide all other information as required by 16 C.F.R. § 3.38A.

12. Whenever a Request is stated in the conjunctive, it shall also be taken in the disjunctive, and vice versa.

13. Whenever a Request is stated in the singular, it shall also be taken in the plural, and vice versa.

14. Estimated dates should be given when, but only when, exact dates cannot be supplied. Any estimates should be identified as such.

May 22, 2012

By: s/ Linda Holleran

Edward Hassi, Esq.
Linda M. Holleran, Esq.
Michael J. Bloom, Esq.
Geoffrey M. Green, Esq.
J. Alexander Ansaldo, Esq.
Jeanine K. Balbach, Esq.
Michael J. Bloom, Esq.
Thomas H. Brock, Esq.
Monica Castillo, Esq.
Andrew K. Mann, Esq

Counsel Supporting the Complaint
Bureau of Competition
Federal Trade Commission
Washington, DC 20580
Telephone: (202) 326-2470
Facsimile: (202) 326-3496
Electronic mail: ehassi@ftc.gov

CERTIFICATE OF SERVICE

I hereby certify that on May 22, 2012, I filed the foregoing document electronically using the FTC's E-Filing System, which will send notification of such filing to:

Donald S. Clark
Secretary
Federal Trade Commission
600 Pennsylvania Ave., NW, Rm. H-113
Washington, DC 20580

I also certify that I delivered via electronic mail and hand delivery a copy of the foregoing document to:

The Honorable D. Michael Chappell
Administrative Law Judge
Federal Trade Commission
600 Pennsylvania Ave., NW, Rm. H-110
Washington, DC 20580

I further certify that I delivered via electronic mail a copy of the foregoing document to:

Joseph A. Ostoyich
William C. Lavery
Baker Botts L.L.P.
The Warner
1299 Pennsylvania Ave., NW
Washington, DC 20004
(202) 639-7700
joseph.ostoyich@bakerbotts.com
william.lavery@bakerbotts.com

J. Alan Truitt
Thomas W. Thagard III
Maynard Cooper and Gale PC
1901 Sixth Avenue North
2400 Regions Harbert Plaza
Birmingham, AL 35203
(205) 254-1000
atruitt@maynardcooper.com
tthagard@maynardcooper.com

Counsel for Respondent McWane, Inc.

CERTIFICATE FOR ELECTRONIC FILING

I certify that the electronic copy sent to the Secretary of the Commission is a true and correct copy of the paper original and that I possess a paper original of the signed document that is available for review by the parties and the adjudicator.

May 22, 2012 By: s/ Linda Holleran
Attorney

EXHIBIT A

commercial and industrial (ICI) boilers, vapor recovery at gas stations, large above ground storage tanks, seaports, aftermarket catalysts, lightering, and non-road idling.

DATES: The meeting will be held on November 10, 2010 starting at 9 a.m. and ending at 4 p.m.

Location: Sheraton Boston, 39 Dalton Street, Boston, Massachusetts 02199; (617) 236–2000 or (888) 627–7054.

FOR FURTHER INFORMATION CONTACT: For documents and press inquiries contact: Ozone Transport Commission, 444 North Capitol Street, NW., Suite 638, Washington, DC 20001; (202) 508–3840; e-mail: *ozone@otcair.org;* Web site: *http://www.otcair.org.*

SUPPLEMENTARY INFORMATION: The Clean Air Act Amendments of 1990 contain at Section 184 provisions for the Control of Interstate Ozone Air Pollution. Section 184(a) establishes an Ozone Transport Region (OTR) comprised of the States of Connecticut, Delaware, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, parts of Virginia and the District of Columbia. The purpose of the OTC is to deal with ground-level ozone formation, transport, and control within the OTR.

Type of meeting: Open.

Agenda: Copies of the final agenda will be available from the OTC office (202) 508–3840; by e-mail: *ozone@otcair.org* or via the OTC Web site at *http://www.otcair.org.*

Dated: September 7, 2010.

W.C. Early,

Acting Regional Administrator, Region III.

[FR Doc. 2010–23994 Filed 9–23–10; 8:45 am]

BILLING CODE 6560–50–P

ENVIRONMENTAL PROTECTION AGENCY

[FRL–9205–4]

Notice of a Regional Project Waiver of Section 1605 (Buy American) of the American Recovery and Reinvestment Act of 2009 (ARRA) to the City of Lewiston, ME and the Auburn, Maine Water District

AGENCY: Environmental Protection Agency (EPA).

ACTION: Notice.

SUMMARY: The EPA is hereby granting a waiver of the Buy American requirements of ARRA Section 1605 under the authority of Section 1605(b)(2) [manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality] to the City of Lewiston, Maine and the Auburn, Maine Water District ("Auburn-Lewiston") for the purchase of thirteen separate types of ductile iron pipe fittings (with various quantities for each individual fitting configuration totaling 33 fittings) that are foreign manufactured as part of an upgrade project at the Auburn-Lewiston Water Treatment Facility. This is a project specific waiver and only applies to the use of the specified product for the ARRA project being proposed. Any other ARRA recipient that wishes to use the same product must apply for a separate waiver based on project specific circumstances. Based upon information submitted by Auburn-Lewiston, it has been determined that there are currently no domestically manufactured pipe fittings available to meet the Auburn-Lewiston's project construction schedule. The Regional Administrator is making this determination based on the review and recommendations of the Municipal Assistance Unit. The Assistant Administrator of the Office of Administration and Resources Management has concurred on this decision to make an exception to Section 1605 of ARRA. This action permits the purchase of foreign manufactured pipe fittings by Auburn-Lewiston, as specified in its July 28, 2010 request.

DATES: *Effective Date:* September 15, 2010.

FOR FURTHER INFORMATION CONTACT: Katie Connors, Environmental Engineer, (617) 918–1658, or David Chin, Environmental Engineer, (617) 918–1764, Municipal Assistance Unit (CMU), Office of Ecosystem Protection (OEP), U.S. EPA, 5 Post Office Square, Suite 100, Boston, MA 02109–3912.

SUPPLEMENTARY INFORMATION: In accordance with ARRA Section 1605(c), the EPA hereby provides notice that it is granting a project waiver of the requirements of Section 1605(a) of Public Law 111–5, Buy American requirements, to the City of Lewiston, Maine and the Auburn, Maine Water District for the purchase of foreign manufactured pipe fittings as part of its water treatment facility upgrade project. The specific ductile iron fittings are not available from a domestic manufacturer to meet the project construction schedule. Section 1605 of the ARRA requires that none of the appropriated funds may be used for the construction, alteration, maintenance, or repair of a public building or a public works project unless all of the iron, steel, and manufactured goods used in the project is produced in the United States, or unless a waiver is provided to the recipient by the head of the appropriate agency, here the EPA. A waiver may be provided if EPA determines that (1) applying these requirements would be inconsistent with the public interest; (2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron, steel, and the relevant manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

Consistent with the direction of the OMB Guidance at 2 CFR 176.120, EPA will generally regard waiver requests with respect to components that were specified in the bid solicitation or in a general/primary construction contract as "late" if submitted after the contract date. However, in this case EPA has determined that the Auburn-Lewiston's request, though made after the date that the contract was signed on March 11, 2010, can be evaluated as timely because the supplier informed the subcontractor of the recipient on July 19, 2010 that the domestic manufacturer would not be able to deliver the required type and number of fittings to meet the project schedule/delivery date. The need for a waiver was not determined until after the subcontractor had been informed of the extended delivery delay and further research indicated that there were no domestic manufacturers that could provide the necessary pipe fittings to meet the required project delivery schedule. The recipient could not reasonably foresee the need for such a determination until it was informed that the specific domestic pipe fittings would not be available at the originally scheduled time frame. Accordingly, EPA will evaluate the request as if it were timely.

Auburn-Lewiston is constructing a new Ultraviolet (UV) disinfection treatment facility in order to comply with the Long Term 2 Enhanced Surface Water Treatment Rule requirements of the Safe Drinking Water Act, and part of the work involves the installation of new pipe and pipe fittings. According to information provided by Auburn-Lewiston, there are 13 different fitting types of various sizes and connection types, resulting in a total of 33 individual fittings. The fittings are also required to meet the following specifications: (1) Manufactured to conform with ANSI/AWWA A21.51/C151; (2) inside bituminous coating; and (3) outside primer of TNEMEC Omnithane Series 1.

PUBLIC

According to Auburn-Lewiston, the subcontract to furnish and install the ductile iron pipe and pipe fittings was awarded on March 11, 2010 and none of the subcontractors raised any concerns about getting the pipe fittings delivered on time. A purchase order for the ductile iron piping and fittings was placed on April 29, 2010 with an agreed upon shipping date of July 19, 2010 to meet the project schedule.

On July 19, 2010, the supplier received notification from the domestic foundries manufacturing the subject fittings that due to production order backlog, delivery of standard fittings would be delayed at least 4 weeks and delivery of the special, non-standard fittings (long radius bends and large diameter tees) could be delayed at least 8 weeks. The project procurement manager reported that the estimated 4 and 8 week delays were not guaranteed and that the delays could be longer. The possibility of delays was confirmed by EPA's national contractor in conversation with the manufacturer.

The project schedule called for delivery and installation of the ductile iron pipe fittings between July 16, 2010 and August 12, 2010, so the testing of the lines could be initiated prior to September 1, 2010. In addition, the ultraviolet disinfection treatment system testing completion and operator training milestone date is December 8, 2010, with an overall project completion and transfer of facility to the owner date of January 5, 2011. If the delivery of the pipe fittings is delayed until mid-September of 2010, it is estimated that final completion date will be pushed back to at least several weeks. There also has been no guarantee given by the manufacturer that the fittings will be delivered by mid-September, the revised delivery date. According to Auburn-Lewiston, delivery times for certain items are being quoted as long as six months for existing orders.

The project procurement manager solicited quotations and committed delivery times for non-domestic manufactured ductile iron fittings from two local suppliers. Based on the information that was obtained, the non-domestic manufactured ductile iron pipe fittings necessary for the project, with the exception of one 24″ x 4″ tee, could be delivered within a time frame to meet the project schedule. The work could be coordinated to accommodate the later delivery of the 24″ x 4″ tee and preserve the December 8, 2010 overall system testing and operator training milestone date, as well as the January 5, 2011 overall project completion date.

Based on the review conducted by EPA's national contractor, Auburn-Lewiston's claim that the specific ductile iron fittings are not available from a domestic manufacturer to meet project schedule milestones is supported by the available evidence. At least eight additional potential domestic manufacturers of ductile iron pipe fittings were contacted and it was determined that none would be able to meet the required project delivery schedule.

Furthermore, the purpose of the ARRA is to stimulate economic recovery by funding current infrastructure construction, not to delay projects that are "shovel ready" by requiring potential SRF eligible recipients, such as the Auburn-Lewiston to either revise their design standards and specifications, or in this situation significantly alter its construction schedule. The imposition of ARRA Buy American requirements in this case would result in an unreasonable delay for this project. To delay this construction would directly conflict with a fundamental economic purpose of ARRA, which is to create or retain jobs.

The April 28, 2009 EPA HQ Memorandum, "Implementation of Buy American provisions of Pub. L. 111–5, the 'American Recovery and Reinvestment Act of 2009' " ("Memorandum"), defines *reasonably available quantity* as "the quantity of iron, steel, or relevant manufactured good is available or will be available at the time needed and place needed, and in the proper form or specification as specified in the project plans and design." The same Memorandum defines "satisfactory quality" as "the quality of steel, iron or manufactured good specified in the project plans and designs."

The Municipal Assistance Unit (CMU) has reviewed this waiver request and has determined that the supporting documentation provided by Auburn-Lewiston establishes both a proper basis to specify a particular manufactured good, and that the domestic manufactured good is currently not available to meet the construction schedule for the proposed project. The information provided is sufficient to meet the following criteria listed under Section 1605(b) of the ARRA and in the April 28, 2009 Memorandum: Iron, steel, and the manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.

The March 31, 2009 Delegation of Authority Memorandum provided Regional Administrators with the temporary authority to issue exceptions to Section 1605 of the ARRA within the geographic boundaries of their respective regions and with respect to requests by individual grant recipients.

Having established both a proper basis to specify the particular good required for this project and that this manufactured good was not available from a producer in the United States, the City of Lewiston, Maine and the Auburn, Maine Water District are hereby granted a waiver from the Buy American requirements of Section 1605(a) of Public Law 111–5. This waiver permits use of ARRA funds for the purchase of non-domestic manufactured pipe fittings documented in Auburn-Lewiston's waiver request submittal dated July 28, 2010. This supplementary information constitutes the detailed written justification required by Section 1605(c) for waivers based on a finding under subsection (b).

Authority: Pub. L. 111–5, section 1605.

Dated: September 15, 2010.

Ira W. Leighton,

Acting Regional Administrator, EPA Region 1—New England.

[FR Doc. 2010–23989 Filed 9–23–10; 8:45 am]

BILLING CODE 6560–50–P

ENVIRONMENTAL PROTECTION AGENCY

[FRL–9206–3]

Notice of a Regional Project Waiver of Section 1605 (Buy American) of the American Recovery and Reinvestment Act of 2009 (ARRA) to the Town of Bristol, RI

AGENCY: Environmental Protection Agency (EPA).

ACTION: Notice.

SUMMARY: The EPA is hereby granting a waiver of the Buy American requirements of ARRA Section 1605 under the authority of Section 1605(b)(1) [inconsistent with the public interest] to the Town of Bristol, Rhode Island (Town) for the utilization and installation of two influent and two effluent sluice gates for the facility's two final clarifiers as part of a larger overall wastewater treatment plant upgrade project. This is a project specific waiver and only applies to the use of the specified product for the ARRA project being proposed. Any other ARRA recipient that wishes to use the same product must apply for a separate waiver based on project specific circumstances. The Town had been assured by the manufacturer that the sluice gates would be made in a facility in Massachusetts. However, the manufacturer informed the Town of Bristol in writing on July 8, 2010 that

PUBLIC

manufacturer is aware of the scheduling implications and has offered to provide the sluice gates at no cost, other than for freight and field service charges. The Town, which could not reasonably foresee the need for a waiver to the Buy American provision of the ARRA, submitted a waiver request immediately (July 9th, 2010) after they were informed by the manufacturer of the delivery oversight.

Re-ordering the gates and having them manufactured in the Massachusetts facility would delay the upgrade work to the final clarifiers by at least three months. Unfortunately, the existing final clarifier equipment has already failed, and since existing wastewater flows at the wastewater treatment plant are currently at seasonal lows, the most opportune time to install the new sluice gates would be during the July and August time frame.

Furthermore, the purpose of the ARRA is to stimulate economic recovery by funding current infrastructure construction, not to delay or require the substantial redesign of projects that are "shovel ready," such as this project at the Bristol, Rhode Island Wastewater Treatment Plant. The implementation of the ARRA Buy American requirements in this case would result in additional cost for this project and unreasonable delay in its completion. Such delay would also directly conflict with a fundamental economic purpose of ARRA, which is to create or retain jobs. More importantly, the imposition of the Buy American requirement would result in additional risk to water quality protection.

The Municipal Assistance Unit (CMU) has reviewed this waiver request and has determined that the supporting documentation provided by the Town's design engineer established a proper basis to specify that using the domestic manufactured good would be inconsistent with the public interest of the Town of Bristol, Rhode Island. The information provided is sufficient to meet the following criteria listed under Section 1605(b)(1) of the ARRA and in the April 28, 2009 Memorandum: Applying these requirements would be inconsistent with the public interest.

The March 31, 2009 Delegation of Authority Memorandum provided Regional Administrators with the temporary authority to issue exceptions to Section 1605 of the ARRA within the geographic boundaries of their respective regions and with respect to requests by individual grant recipients.

Having established both a proper basis to specify the particular good required for this project and that using a domestically available alternative manufactured good would be inconsistent with the public interest, the Town of Bristol, Rhode Island is hereby granted a waiver from the Buy American requirements of Section 1605(a) of Public Law 111–5. This waiver permits use of ARRA funds for the installation and utilization of foreign manufactured influent and effluent sluice gates as documented in the Town's waiver request submittal dated July 9, 2010. This supplementary information constitutes the detailed written justification required by Section 1605(c) for waivers based on a finding under subsection (b).

Authority: Pub. L. 111–5, section 1605.

Dated: September 15, 2010.

Ira W. Leighton,

Acting Regional Administrator, EPA Region 1—New England.

[FR Doc. 2010–23968 Filed 9–23–10; 8:45 am]

BILLING CODE 6560–50–P

ENVIRONMENTAL PROTECTION AGENCY

[FRL–9206–3]

Notice of a Regional Project Waiver of Section 1605 (Buy American) of the American Recovery and Reinvestment Act of 2009 (ARRA) to the City of Lowell, MA

AGENCY: Environmental Protection Agency (EPA).

ACTION: Notice.

SUMMARY: The EPA is hereby granting a waiver of the Buy American requirements of ARRA Section 1605 under the authority of Section 1605(b)(1) [inconsistent with the public interest] to the City of Lowell, Massachusetts (City) for the purchase of a foreign manufactured 30-inch diameter pipe tee fitting for a finished water pipe at the Lowell Water Treatment Facility. This is a project-specific waiver and only applies to the use of the specified product for the ARRA project being proposed. Any other ARRA recipient that wishes to use the same product must apply for a separate waiver based on project-specific circumstances. The proposed work involved repairing an existing 30-inch cement lined ductile iron fitting on a finished water line in the Lowell Water Treatment Facility. Based upon information submitted by the City's consulting engineer, EPA has concluded that, under the given circumstances (*i.e.* emergency standby situation, the need to minimize disruption in water transmission service), requiring the installation of an alternative domestic manufactured pipe fitting would be inconsistent with the public interest, and that a waiver of the Buy American provisions is justified. The Regional Administrator is making this determination based on the review and recommendations of the Municipal Assistance Unit. The Assistant Administrator of the Office of Administration and Resources Management has concurred on this decision to make an exception to the requirements of Section 1605(a) of ARRA. This action allows the purchase and installation of the foreign manufactured 30-inch pipe fitting media, as specified in its June 18, 2010 request.

DATES: *Effective Date:* September 15, 2010.

FOR FURTHER INFORMATION CONTACT: Katie Connors, Environmental Engineer, (617) 918–1658, or, David Chin, Environmental Engineer, (617) 918–1764, Municipal Assistance Unit (CMU), Office of Ecosystem Protection (OEP), U.S. EPA, 5 Post Office Square, Suite 100, Boston, MA 02109–3912.

SUPPLEMENTARY INFORMATION: In accordance with ARRA Section 1605(c), the EPA hereby provides notice that it is granting a project waiver of the requirements of Section 1605(a) of Public Law 111–5, Buy American requirements, to the City of Lowell, Massachusetts for the purchase of a non-domestic 30-inch diameter pipe fitting for a finished water pipe at the Lowell Water Treatment Facility. EPA has evaluated the City's basis for procuring a 30-inch diameter pipe fitting from China at a cost of $4,000. Based on the information provided by the City's design engineer, EPA has determined that it is inconsistent with the public interest for the City to have pursued the purchase of a domestically manufactured 30-inch diameter pipe fitting under the specific circumstances encountered by the City.

Section 1605 of the ARRA requires that none of the appropriated funds may be used for the construction, alteration, maintenance, or repair of a public building or a public works project unless all of the iron, steel, and manufactured goods used in the project is produced in the United States, or unless a waiver is provided to the recipient by the head of the appropriate agency, here the EPA. A waiver may be provided under Section 1605(b) if EPA determines that (1) applying these requirements would be inconsistent with the public interest; (2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available

quantities and of a satisfactory quality; or (3) inclusion of iron, steel, and the relevant manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

When a recipient or sub-recipient has used foreign iron, steel, and/or manufactured goods for an ARRA project without authorization, as is the case here, OMB's regulation at 2 CFR 176.130 directs EPA to take appropriate action, which may include processing a determination concerning the inapplicability of Section 1605 of ARRA in accordance with 2 CFR 176.120. Consistent with the direction of 2 CFR 176.120, EPA will generally consider a waiver request made after obligating ARRA funds for a project to be a "late" request. However, in this case EPA has determined that the City's request, though made after the date the contract was signed and after use of the foreign pipe fitting, can be evaluated as timely because the City could not reasonably have foreseen the need for such a determination until after initiating the work. Accordingly, EPA will evaluate the request as if it were timely.

The City is requesting a waiver of the Buy American provision for a 30-inch diameter pipe fitting that was manufactured in China which replaced an existing 30-inch diameter cement lined ductile iron fitting on a finished water line at the Lowell Water Treatment facility. According to the City's design engineer, the existing 30-inch diameter pipe fitting had been leaking for some time at the threaded connection with a 2-inch air release valve. The original intent of the City was to remove the air release valve, clean the threads, perform the necessary repairs, and re-install the existing 30-inch fitting. However, in the event of a possible break in the pipe delivery system or if the existing fitting failed during the repair work, a new 30-inch diameter pipe fitting had to be on-site on an emergency standby basis. As a result, the City explored having a 30-inch diameter pipe fitting on-site before they could start any additional repair work.

During the week of May 3rd, 2010, the City was informed by three suppliers/vendors that a 30-inch diameter domestic pipe fitting would not be available on an emergency standby basis unless the City purchased it outright. Based on information provided by the City's consulting engineer, due to the large size of the fitting, vendors would only make their imported 30-inch tee pipe fittings available on standby status, but not their domestic pipe fittings. As a result, no domestic-made fittings of that size were available for stand-by in an emergency situation that would meet technical specifications. The City could not find a supplier/vendor that would promise right of first refusal on a domestic manufactured pipe fitting without purchasing it in full. None of the available vendors would allow the City the opportunity to return a 30-inch diameter domestic pipe fitting, if the City had decided on not installing it.

The City decided to order a 30-inch diameter foreign manufactured pipe fitting (made in China at a cost to the City of Lowell of $4,000) to have it available on an emergency standby basis to minimize plant shutdown and any disruption of water service delivery, in the event total replacement became necessary or if the pipe delivery system failed. The City had planned to repair and re-install the existing pipe fitting, but once the repair work had begun, it was determined that complete replacement was the proper approach to take. During the week of June 14th, the new foreign manufactured 30-inch diameter pipe fitting was installed. Fortunately, and more importantly, no disruption of water transmission service took place due to proper planning. The City then made the request to the EPA for a waiver on June 18, 2010, immediately after the emergency replacement work took place and it could not reasonably foresee the need for such a determination until after initiating the repair work and determining that a complete replacement of the pipe fitting was the proper course of action.

Furthermore, the purpose of the ARRA is to stimulate economic recovery by funding current infrastructure construction, not to delay or require the substantial redesign of projects that are "shovel ready," such as this project at the Lowell Water Treatment Plant. The imposition of ARRA Buy American requirements in this case would have likely resulted in unreasonable additional cost for this project and delay in its completion. Such delay would also directly conflict with a fundamental economic purpose of ARRA, which is to create or retain jobs. More importantly, the imposition could have resulted in a risk to public health had water service been interrupted for any extended period of time.

The Municipal Assistance Unit (CMU) has reviewed this waiver request and has determined that the supporting documentation provided by the City's design engineer established a proper basis to specify that using the domestic manufactured good would be inconsistent with the public interest of the City of Lowell. The information provided is sufficient to meet the following criteria listed under Section 1605(b)(1) of the ARRA and in the April 28, 2009 Memorandum: Applying these requirements would be inconsistent with the public interest.

The March 31, 2009 Delegation of Authority Memorandum provided Regional Administrators with the temporary authority to issue exceptions to Section 1605 of the ARRA within the geographic boundaries of their respective regions and with respect to requests by individual grant recipients.

Having established both a proper basis to specify the particular good required for this project and that using a domestically available alternative manufactured good would be inconsistent with the public interest, the City of Lowell, Massachusetts is hereby granted a waiver from the Buy American requirements of Section 1605(a) of Public Law 111–5. This waiver permits use of ARRA funds for the purchase of a foreign manufactured 30-inch diameter pipe fitting documented in the City's waiver request submittal dated June 18, 2010. This supplementary information constitutes the detailed written justification required by Section 1605(c) for waivers based on a finding under subsection (b).

Authority: Public Law 111–5, section 1605.

Dated: September 15, 2010.

Ira W. Leighton,

Acting Regional Administrator, EPA Region 1—New England.

[FR Doc. 2010–23988 Filed 9–23–10; 8:45 am]

BILLING CODE 6560–50–P

ENVIRONMENTAL PROTECTION AGENCY

[FRL–9205–5]

Science Advisory Board Staff Office Request for Nominations of Experts for the Review of Great Lakes Restoration Initiative Action Plan

AGENCY: Environmental Protection Agency (EPA).

ACTION: Notice.

SUMMARY: The EPA Science Advisory Board (SAB) Staff Office is requesting public nominations for technical experts to form an SAB panel to review the interagency Great Lakes Restoration Initiative (GLRI) Action Plan which describes restoration priorities, goals, objectives, measurable ecological targets, and specific actions.

DATES: Nominations should be submitted by October 15, 2010 per instructions below.

ENVIRONMENTAL PROTECTION AGENCY

[FRL–9159–7]

Notice of a Regional Waiver of Section 1605 (Buy American Requirement) of the American Recovery and Reinvestment Act of 2009 (ARRA) to the City of Richland (the City) Washington

AGENCY: Environmental Protection Agency (EPA).

ACTION: Notice.

SUMMARY: The Regional Administrator of EPA Region 10 is hereby granting a late waiver request from the Buy American requirements of ARRA Section 1605(a) under the authority of Section 1605(b)(2) [manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality] to the City for the purchase and use of a 42-inch by 24-inch AWWA C153 cement lined mechanical joint reducer tee fitting, manufactured outside of the U.S. This is a project specific waiver and only applies to the use of the specified product for the ARRA project discussed in this notice. Any other ARRA recipient that wishes to use the same product must apply for a separate waiver based on project specific circumstances. The City's waiver request included the project schedule and purchasing efforts attempting to meet Buy American compliance by the applicant, contractor and pipeline materials supplier. The domestic manufacturer notified the piping supplier that the shipment of the product would be delayed and it appears that the supplier on behalf of the City, the ARRA recipient, did an extensive, seemingly comprehensive, and ultimately unsuccessful search for a U.S. manufacturer who could meet the project specifications in accordance with the construction schedule.

The Regional Administrator is making this determination based on the review and recommendations of the Grants & Strategic Planning Unit. The City has provided sufficient documentation to support their request.

DATES: *Effective Date:* May 21, 2010.

FOR FURTHER INFORMATION CONTACT: Bryan Fiedorczyk, CWSRF ARRA Program Management Analyst, Grants and Strategic Planning Unit, Office of Water & Watersheds (OWW), (206) 553–0506, U.S. EPA Region 10 (OWW–137), 1200 Sixth Avenue, Suite 900, Seattle, WA 98101.

SUPPLEMENTARY INFORMATION:

In accordance with ARRA Section 1605(c) and OMB regulations at 2 CFR Part 176, Subpart B, the EPA hereby provides notice that it is granting a late project waiver request of the requirements of Section 1605(a) of Public Law 111–5, Buy American requirements, to the City for the purchase and use of a 42-inch by 24-inch AWWA C153 cement lined mechanical joint reducer tee fitting, manufactured outside of the U.S. The AWWA C153 reducer fittings will be incorporated as part of a wastewater treatment system upgrade project that will replace an energy intensive inefficient aeration treatment process with a plug flow fine bubble aeration system. The improvements will reduce energy consumption by more than 70% and reduce the discharge of suspended solids, biochemical oxygen demand and nitrogen into the Columbia River. The City received $3,049,304 of ARRA funding through the Clean Water State Revolving Fund to complete this project. The City was unable to find a supplier that could provide American manufactured reducer fittings to meet the project specific requirements and the construction schedule agreed upon for the project.

There are several noteworthy factors that impact this waiver analysis: (a) It is a late request because the waiver request came after the construction contract was signed; (b) under 2 CFR 176.130(c)(1) the applicable non-compliance provision regarding unauthorized use of foreign manufactured goods, EPA is authorized to process a waiver under 2 CFR 176.120(a) if "the need for such determination otherwise was not reasonably foreseeable," and EPA has further outlined this process in its April 28, 2009 memorandum: Implementation of Buy American provisions of Public Law 111–5, the "American Recovery and Reinvestment Act of 2009" (the April 28 memorandum); (c) EPA has determined that the applicant ordered domestically manufactured AWWA C153 reducer fittings, and due to the supplier's inability to deliver one of the fittings on schedule, the applicant could not reasonably foresee they would need to request a waiver for a foreign made product.

The project contractor's piping supplier (H.D. Fowler) issued a purchase order to the manufacturer (Star Pipe Products) for the AWWA C153 reducer fittings (2 each) on February 23, 2010. One fitting is associated with the modification to the WWTF Aeration Basin 2 and the second fitting is associated with the modification to the WWTF Aeration Basin 1. The contract schedule requires that the subject product for Basin 2 be delivered to the project site by June 2, 2010, which will ensure the startup of Basin 2 by August 5, 2010 and the commissioning of Basin 2 by September 15, 2010. Work on the modification to Basin 1 is scheduled to commence immediately following the commissioning of Basin 2. The piping supplier placed the order with the manufacturer on the basis of an agreed ship date of May 24, 2010 [90 days from receipt of purchase order] for one of the two products and an agreed ship date of June 23, 2010 [120 days from receipt of purchase order] for the second of the two products. On March 30, 2010, the manufacturer notified the piping supplier that the shipment of the product would be delayed. The estimated time of arrival at the site would be June 26, 2010. The delay in shipment poses a negative impact to project construction costs, schedule, and employment. Late delivery would push the site piping installation into the same time frame as the diffuser installation in order to meet the project's contractual completion schedule. Since the reducer fitting is a central part of the piping scheme, most pipe cannot be installed prior to this central node being completed. Delay of the piping installation would impose extra costs of installation equipment (excavator, dump truck, and loader) that would need to remain on site for an additional month. Additionally, the contractor would need to lay off two full-time equivalent (FTE) employees (of the three FTE positions assigned to the project) for approximately 18 work days (between June 2nd and June 26th, 2010). Based on the technical evaluation conducted by EPA's consulting contractor (Cadmus), the available evidence supports the applicant's claim that the AWWA C153 reducer fitting for Basin 2 is not available from a domestic manufacturer within a timeframe that meets the project's schedule (*i.e.,* delivery to the project site by June 2, 2010). Further, the domestic manufacturer has advised the Grants and Strategic Planning Unit that it has a substantial back log of orders and will not be adversely affected if the City cancels the purchase order.

Section 1605 of the ARRA requires that none of the appropriated funds may be used for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project is produced in the United States unless a waiver is provided to the recipient by EPA. A waiver may be provided under Section 1605(b) if EPA determines that, (1)

PUBLIC

Applying these requirements would be inconsistent with public interest; (2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron, steel, and the relevant manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

The April 28 memorandum defines "reasonably available quantity" as the quantity of iron, steel, or relevant manufactured good is available or will be available at the time needed and place needed, and in the proper form or specification as specified in the project plans and design. Based on additional research by EPA's consulting contractor (Cadmus), and to the best of the Region's knowledge at this time, the City attempted without success, to meet the Buy American requirements. Furthermore, the purpose of the ARRA provisions was to stimulate economic recovery by funding current infrastructure construction, not to delay projects that are already shovel ready by requiring entities, like the City, to halt construction pending manufacture of domestically produced goods. To further delay construction is in direct conflict with the most fundamental economic purposes of ARRA; to create or retain jobs.

The Grants and Strategic Planning Unit has reviewed this waiver request and has determined that the supporting documentation provided by the City is sufficient to meet the following criteria listed under Section 1605(b) and in the April 28 memorandum: Iron, Steel, and manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.

The basis for this project waiver is the authorization provided in Section 1605(b)(2), due to the lack of U.S. production of a 42-inch by 24-inch AWWA C153 cement lined mechanical joint reducer tee fitting, in order to meet the City's design schedule and specifications. The March 31, 2009, Delegation of Authority Memorandum provided Regional Administrators with the authority to issue exceptions to Section 1605 of ARRA within the geographic boundaries of their respective regions and with respect to requests by individual grant recipients. Having established both a proper basis to specify the particular good required for this project, and that this manufactured good was not available from a producer in the United States, the City is hereby granted a waiver from the Buy American requirements of Section 1605(a) of Public Law 111–5 for the purchase of a 42-inch by 24-inch AWWA C153 cement lined mechanical joint reducer tee fitting from a manufacturer outside of the U.S. This supplementary information constitutes the detailed written justification required by Section 1605(c) for waivers based on a finding under subsection (b).

Authority: Pub. L. 111–5, section 1605

Dated: May 21, 2010.

Dennis J. McLerran,

Regional Administrator EPA, Region 10.

[FR Doc. 2010–13619 Filed 6–7–10; 8:45 am]

BILLING CODE 6560–50–P

FARM CREDIT SYSTEM INSURANCE CORPORATION

Farm Credit System Insurance Corporation Board; Regular Meeting

AGENCY: Farm Credit System Insurance Corporation.

SUMMARY: Notice is hereby given of the regular meeting of the Farm Credit System Insurance Corporation Board (Board).

DATES: The meeting of the Board will be held at the offices of the Farm Credit Administration in McLean, Virginia, on June 10, 2010, from 1 p.m. until such time as the Board concludes its business.

FOR FURTHER INFORMATION CONTACT: Roland E. Smith, Secretary to the Farm Credit System Insurance Corporation Board, (703) 883–4009, TTY (703) 883–4056.

ADDRESSES: Farm Credit System Insurance Corporation, 1501 Farm Credit Drive, McLean, Virginia 22102.

SUPPLEMENTARY INFORMATION: Parts of this meeting of the Board will be open to the public (limited space available) and parts will be closed to the public. In order to increase the accessibility to Board meetings, persons requiring assistance should make arrangements in advance. The matters to be considered at the meeting are:

Closed Session

- FCSIC Report on System Performance

Open Session

A. Approval of Minutes

- March 25, 2010 (Open and Closed)

B. Business Reports

- FCSIC Financial Report
- Report on Insured Obligations
- Quarterly Report on Annual Performance Plan

C. New Business

- Policy Statement Concerning Appraisals
- Mid-Year Review of Insurance Premium Rates
- FCSIC Strategic Plan FY 2010–2015

Dated: June 2, 2010.

Roland E. Smith,

Secretary, Farm Credit System Insurance Corporation Board.

[FR Doc. 2010–13605 Filed 6–7–10; 8:45 am]

BILLING CODE 6710–01–P

FEDERAL RESERVE SYSTEM

Agency Information Collection Activities: Announcement of Board Approval Under Delegated Authority and Submission to OMB

SUMMARY: *Background.* Notice is hereby given of the final approval of proposed information collections by the Board of Governors of the Federal Reserve System (Board) under OMB delegated authority, as per 5 CFR 1320.16 (OMB Regulations on Controlling Paperwork Burdens on the Public). Board-approved collections of information are incorporated into the official OMB inventory of currently approved collections of information. Copies of the Paperwork Reduction Act Submission, supporting statements and approved collection of information instrument(s) are placed into OMB's public docket files. The Federal Reserve may not conduct or sponsor, and the respondent is not required to respond to, an information collection that has been extended, revised, or implemented on or after October 1, 1995, unless it displays a currently valid OMB control number.

FOR FURTHER INFORMATION CONTACT: Federal Reserve Board Clearance Officer—Michelle Shore—Division of Research and Statistics, Board of Governors of the Federal Reserve System, Washington, DC 20551 (202–452–3829).

OMB Desk Officer—Shagufta Ahmed—Office of Information and Regulatory Affairs, Office of Management and Budget, New Executive Office Building, Room 10235, Washington, DC 20503.

Final approval under OMB delegated authority to discontinue the following report:

Report title: Survey of Financial Management Behaviors of Military Personnel.

Agency form number: FR 1375.

OMB control number: 7100–0307.

Frequency: Semi-annually.

Reporters: Military personnel.

Estimated annual reporting hours: 2,640 hours.